

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF RHODE ISLAND

U.S. BANK NATIONAL ASSOCIATION AS TRUSTEE FOR THE
REGISTERED HOLDERS OF AEGIS ASSET BACKED SECURITIES
TRUST, MORTGAGE PASS-THROUGH CERTIFICATES,
SERIES 2005-5

VS.

C.A. NO.: 17-CV-141S-PAS

GILBERT LANTINI

ANSWER OF DEFENDANT GILBERT LANTINI

1. Denied
2. Admit
3. Admit
4. Admit
5. Admit
6. Admit
7. Admit
8. Denied
9. Admit
10. Denied
11. Denied
12. Admit
13. Admit
14. Admit
15. Admit
16. Admit
17. Admit that Defendant surrendered. Denied that he is estopped.
18. Admit that Defendant is delinquent. Denied that Defendant has been sent a default notice pursuant to the terms of the mortgage.
19. Denied
20. Denied
21. Denied
22. Denied.

- 23. Admit
- 24. Admit
- 25. Admit
- 26. Admit
- 27. Admit
- 28. Denied
- 29. Denied
- 30. Denied
- 31. Denied
- 32. Denied
- 33. Denied

First Affirmative Defense

Plaintiff's complaint fails to state a claim upon which relief may be granted.

Second Affirmative Defense

The Plaintiff has no interest in the note or the mortgage.

Third Affirmative Defense

Plaintiff was not the real party in interest on the date this action was commenced and is not shown to be authorized to bring this action.

Fourth Affirmative Defense

Plaintiff has charged and/or collected payments from Defendants for attorney fees, legal fees, foreclosure costs, late charges, property inspection fees, title search expenses, filing fees, broker price opinions, appraisal fees, and other charges and advances, and predatory lending fees and charges that are not authorized by or in conformity with the terms of the subject note and mortgage Plaintiff wrongfully added and continues to unilaterally add these illegal charges to the balance Plaintiff claims is due and owing under the subject note and mortgage.

Fifth Affirmative Defense

The promissory note was never endorsed and negotiated pursuant of the provisions of the Uniform Commercial Code.

Sixth Affirmative Defense

Plaintiff did not accelerate the mortgage pursuant to the terms of the mortgage, prior the filing of this action.

Seventh Defense

The provisions of paragraph 22 of the mortgage were not complied with before any alleged acceleration of the loan was declared.

Eighth Affirmative Defense

Plaintiff has failed to provide an original endorsed promissory note and mortgage as to file a foreclosure suit.

Ninth Affirmative Defense

The Plaintiff's complaint was not verified with a person with any personal knowledge or information regarding the matters that the Plaintiff purported to assert. The allegations asserted as true were not sworn to under oath.

Wherefore Defendant demands Judgment plus attorney fees and costs.

GILBERT LANTINI II

By his attorney,

July 20, 2017

/s/ John B. Ennis

John B. Ennis, Esq. #2135

1200 Reservoir Avenue

Cranston, RI 02920

401-943-9230

jbelaw75@gmail.com

Defendant demands a Trial by Jury

CERTIFICATION

I hereby certify that I emailed a copy of the above Answer to the following electronically, on this 20th day of July, 2017:

Catherine Eastwood
Korde & Associates, PC
900 Chelmsford Street,
Suite 3102
Lowell, MA 01851

/s/ John B. Ennis